ARIZONA DEPARTMENT OF ECONOMIC SECURITY **REQUEST FOR QUOTATION**

Quotations will be received until 3:00 P.M. M.S.T. on November 1, 2004

RFQ NO. Q-ACYF05001

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The attached terms and conditions should be reviewed and understood before preparing a quotation. Return the quotation by the above time and date to the following address:

Arizona Department of Economic Security Division for Children, Youth and Families,/ FBOA 1789 West Jefferson, 3rd FI SE – 940A

Phoenix, Arizona 85007	<u> </u>			
When mailing a response, please re BUYER: Warren Davison, Contract	ference the Buyer's name and the RFQ Administrator PHONE NO. (602) 542		of the return envelop 02) 542-3330	e.
	VENDOR QUOTATION			
DESCRIPTION OF SERVICE		<u>Unit</u>	Rate	_
an evaluation to determine problems advice in planning, developing, imple service programs and/or in providing consultation. (Refer to Scope of World	ation services. This service provides and/or professional information and ementing and evaluating clients and coordination with the professional	One (1) Medical Examireferred youth One (1) Sexual Abuse Lawhich includes but not linguished following: urinalysis, uring smear, RPR, HIV, Hep Albert Herpes, Chlamydia culture one (1) Physical Abuse which includes one or Bone Scan (Spine or SPTT. One (1) CAT Scan One (1) MRI Brain Test One (1) SNAT Service	aboratory Test nited to the ne culture, PAP n, Hep B, Hep C and GC. Laboratory Test more of the following kull), CBT, PT and	
The undersigned hereby offers	and agrees to furnish the service(s) in a specifications in the Solicitation	compliance with all terms.	, conditions and	:
Company Name	Address	Phone		-
Signature	. "Title	Date:		7
FEDERAL EMPLOYER IDENTIFICAT	TION NUMBER			;

INSTRUCTIONS TO VENDORS AND TERMS AND CONDITIONS

- SUBMISSION: Quotations shall be signed where applicable and received no later than the time and date designated on the REQUEST FOR QUOTATION form.
- OPENING: This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after the award.
- 3. STANDARD PROVISIONS: The State of Arizona Uniform Terms and Conditions (UTC), the Department of Economic Security Special Terms and Conditions and the Administration of Children, Youth and Families Special Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. A copy of these documents are available upon request from the Buyer listed on the REQUEST FOR QUOTATION form.
- 4. TAXES: The State is exempt from Federal Excise Tax, but is subject to all state and local taxes.
- 5. ARIZONA PROCUREMENT CODE: The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and its Rules and Regulations (A.C.R.R. Title 2, chapter 7) are part of this document as if fully set forth herein. [NOTE: A.R.S. Title 41, Chapter 23 is available at most public libraries and copies of A.C.R.R. Title 2, Chapter 7 may be purchased from the Secretary of State.] Both documents are available for review at the Arizona State Procurement Office.
- 6. STATE SET-ASIDE FOR SMALL BUSINESS: This procurement is restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.
- 7. **ERASURES:** Erasures, interlineations or other modifications must be initiated by the individual signing the Request for Quotations.
- 8. **UNIT PRICE:** The unit price is to include all costs associated with delivering this service (ex. Travel, per diem, office space, insurance, etc.).
- 9. RIGHT OF WITHDRAWAL: Quotations may be altered, amended or withdrawn prior to the specific closing time and date. No Quotation may be altered, amended or withdrawn after this date and time. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
- 10. BID REJECTIONS: The State reserves the right to reject any, or all quotations and to waive defects or informalities. The State also reserves the right to award a contract to more than one vendor. The State retains the sole authority to determine the acceptability of a bid based upon the bidder's compliance with the applicable terms and conditions and responsiveness to the solicitation.
- 11. FUNDING: A contract resulting from this solicitation will not exceed \$50,000.00 for all contract periods.
- 12. **TERM:** The contract is anticipated to begin on or about November 1, 2004, or the date the Procurement Officer signs the Offer and Contract Award form, whichever is later and end on October 31, 2005 and may be extended as provided by ARS 41-2546.
- 13. EVALUATION CRITERIA: Evaluation criteria are listed in descending order of importance. The award will be made to the responsible offeror whose offer is determined to be the most advantageous to the State, based on the following criteria:
 - a. Experience and Expertise; and
 - b. Price
- 14. CERTIFICATE OF INSURANCE: If awarded a contract as a result of this solicitation, a Certificate of Insurance which specifies the required coverage as stated in the DES Special Terms and Conditions must be submitted with the signed contract. The contract will not be processed until receipt of the Certificate of Insurance which includes the required coverage.
- 15. QUOTE REQUIREMENTS: The quote must include the following:
 - a) Request for Quotation (form) <u>RFQ # Q ACYF05001</u> which includes the Proposed Rate per deliverable. The proposed rate is to include all costs associated with delivering the service (ex., travel, per diem, staff time, insurance, administrative cost, report writing, etc).
 - b) Resume of staff proposed to provide the service.
 - c) Background information on offerors ability to deliver this service (limit 2 pages). Include where the service will be provided, experience in delivering the service, etc.
 - d) State of Arizona Substitute W-9 Form Request for Taxpayer Identification Number and Certification.
 - e) Submit documentation that self-certifies your small business meets the small business requirements stated in section 6 of these Instructions to Vendors.
 - f) All items (a through e) must be submitted.

SCOPE OF WORK MEDICAL CONSULTATION

(Forensic Examinations)

1.0 DES MISSION AND VISION STATEMENTS

- 1.1 DES Mission: The Arizona Department of Economic Security promotes the safety, well-being, and self sufficiency of children, adults, and families.
- 1.2 DES Vision: Every child, adult, and family in the state of Arizona will be safe and economically secure.

2.0 SERVICE DESCRIPTION

- 2.1 A service that provides an evaluation to determine problems and/or professional information and advice to assist in planning, developing, implementing and evaluating clients and service programs and/or in providing coordination with the professional community.
- 2.2 Services to be provided are forensic medical examinations for children and professional consultation services.
- A.R.S. § 41-1954 A.1(b) provides the Department the authority to administer individual and family services; A.R.S. § 8-846., A.R.S. § 8-802.C.6., and A.R.S. § 8-801.1 provides the Department the authority to provide services to children and families and A.R.S. § 41-1954. A. 6. provides the Department the authority to contract and incur obligations within the general scope of its activities and operations.

3.0 PROGRAM INFORMATION:

- The Arizona Department of Economic Security, Administration for Children, Youth and Families (ACYF), has developed operating procedures for obtaining forensic medical examinations for children abused or neglected and for professional consultation services. Children who have been abused or neglected, with a serious life-threatening situation, which require hospitalization may be referred for a medical examination based upon the criteria specified below.
- 3.2 In addition to providing the medical examination, professional consultation services may be requested which include providing a second opinion when conflicting medical opinions occur and testimony at court proceedings.
- On an outpatient basis, the case manager/supervisor, in consultation with the Forensic Medical Consultant, may authorize one or more of the following laboratory tests: sex abuse, physical, CAT Scan Brian or MRI Brain. The MRI Brain and CAT Scan Brain are only to be authorized when there is a suspected brain injury.

4.0 ELIGIBILITY CRITERIA:

- 4.1 The following are the criteria in which ACYF may request a forensic medical examination:
- 4.1.1 A child 35 months old or younger, who has one (1) or more fractures that are suspected non-accidental trauma.
- 4.1.2 An infant, six (6) months old or younger who has bruising.
- 4.1.3 A child with bruises on the abdomen or there is information of physical findings of abdominal trauma.
- 4.1.4 A child with non-accidental burns or a child who has experienced severe physical abuse or neglect.
- 4.1.5 An infant, 18 months old or younger, who is believed to be suffering from shaken baby syndrome.
- 4.1.6 Siblings, 24 months old or younger, of a child who appears to have suffered inflicted injury, including but not limited to:
 - a.) non-accidental head injury with a risk of central nervous system damage;
 - b.) internal injuries;
 - c.) severe facial bruises;
 - d.) fractures or bruises on a non-ambulatory child;
 - e.) fractures;
 - f.) instrumentation injury with risk of impairment;
 - g.) immersion burns;
 - h.) multiple injuries; and
 - i.) second and third degree burns
- 4.1.7 There are conflicting medical opinions as to how an injury may have occurred.
- 4.1.8 Law Enforcement has declined a case for investigation of sexual abuse and the case manager, in consultation with the Supervisor, finds it necessary to proceed with a sexual abuse exam.

5.0 CONTRACTOR REQUIREMENTS:

- 5.1 The Contractor shall perform the following:
- 5.1.1 Provide a forensic medical evaluation of children suspected of abuse or neglect.
 - a) Upon receipt of the referral from ACYF, conduct a medical examination of the child.
 - b) Order and review laboratory and radiology services as indicated.
 - c) Within 24 hours of completion of the medical examination, provide a verbal update to the referring ACYF case manager.
 - d) Prescribe treatment, which may include prescriptions.

- e) Prepare Physician Report of Injury form and submit to the ACYF referring case manager within five (5) working days of completion of the examination.
- Attend staffings as requested by the Department.
- 5.1.2 Provide professional consultation.
 - a) Upon receipt of the referral from ACYF, provide second opinion when conflicting medical opinions have occurred.
 - b) Conduct medical record review.
 - c) Within 24 hours of completion of the medical records review, provide a verbal update to the referring ACYF case, manager.
 - d) Prepare Medical Review Consultation Report within five (5) working days after receipt of all medical records.
 - e) Attend staffings as requested by the Department.
- 5.1.3 Provide expert witness services.
 - a) Upon receipt of the subpoena from the Department, review records in preparation for court testimony.
 - b) Testify at the hearing.
- 5.2 Services shall only be provided upon receipt of a referral from the designated ACYF District staff.
- 5.3 The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Business Associates Agreement, Exhibit 1.
- 5.4 Physicians shall be licensed per ARS § 32-1421,-1432 and ARS § 32-1821-1826.
- Nurse Practitioners shall be licensed in accordance with A.A.C. Title 9, Chapter 20, specifically: A.R.S. Title 32-1601 et.seq., R4-19-101.

6.0 PAYMENT UNIT:

- 6.1 One payment unit equals:
- 6.1.1 One (1) medical examination for one (1) referred youth, which includes professional consultation, testimony at court proceedings.
- 6.1.2 One (1) sexual abuse laboratory test which includes, but not limited to, the following: Urinalysis, Urine culture, Pap smear, RPR, HIV, Hep A, Hep B, Hep C, Herpes, Chlamydia culture, and GC.
- 6.1.3 One (1) physical abuse laboratory testing which includes one or more of the following: Bone Scan (Spine, or Skull), CBC, PT, and PTT.
- 6.1.4 One (1) CAT scan.
- 61.5 One (1) MRI Brain Test.
- 6.1.6 One (1) SNAT Series.
- 6.1.7 Payments for medical examinations for children who have been sexually abused are the responsibility of the County Attorney.

7.0 REPORTING REQUIREMENTS:

- 7.1 The Contractor shall submit the following Program and Financial Reports:
- 7.1.1 The Child Abuse or Neglect Report (PS-020) shall be submitted to the referring ACYF case manager within five (5) working days after completion of the examination. A verbal report shall be provided to the ACYF referring case manager within 24 hours after completion of the examination.
- 7.1.2 The Medical Review Consultation Report shall be submitted within five (5) working days upon receipt of all medical records to the referring ACYF Case Manager.
- 7.1.3 The Invoice shall be prepared and submitted within fifteen (15) days following the end of each service month. The Invoice shall include: Contractor's name, Contract number, Contractor's Provider Identification Number, month of service, service description, number of units of service provided, and total due.
- 7.1.4 The Invoice shall include a certification that "This invoice is a true and accurate account of the services listed on this statement for the time period specified; that this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; that these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review." The Invoice shall be signed and dated by the person authorized to submit invoices for the Contractor. A copy of the FORENSIC MEDICAL EXAM APPROVAL FORM (authorizing each of the billed units) is to be attached to the Invoice.
- 7.1.5 Payment will only be made by the Department upon receipt of both the accurately completed Financial and Programmatic Reports

BUSINESS ASSOCIATES AGREEMENT

The Contractor shall meet the requirements of this addendum and the business associate requirements of Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR") and, regarding contracts specifically, 45 CFR §164.504(e). In the event of conflicting terms or conditions of this Contract, this Addendum shall prevail notwithstanding any other term or condition regarding contract order of precedence.

- 1. <u>Definitions.</u> Capitalized terms not otherwise defined in the Contract shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
- 2. <u>Use and Disclosure of Protected Health Information</u>. Contractor shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Contractor's obligations under the Contract, as Required by Law, or to make a good faith disclosure to an appropriate person or entity about violations of law or certain standards by the Department.
- Prohibition on Unauthorized Use or Disclosure of PHI. Contractor shall not use or disclose any PHI received from or on behalf of Department, except as permitted or required by the Contract, as Required by Law or as otherwise authorized in writing by Department. Contractor shall comply with: (a) State laws, rules, case law and other law applicable to PHI not preempted pursuant to 45 USC 1320d-7 and 45 CFR §160.203 or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (b) Department's relevant health information privacy and security policies and procedures.
- 4. <u>Contractor's Operations</u>. Contractor may use PHI it creates or receives for or from Department only to the extent necessary for Contractor's proper management and administration or to carry out Contractor's legal responsibilities. Contractor may disclose such PHI as necessary for Contractor's proper management and administration or to carry out Contractor's legal responsibilities only if:
 - (a) The disclosure is Required by Law; or
 - (b) Contractor obtains reasonable assurance, evidenced by written contract, from any person or organization acting as an agent for purposes of this contract, including any sub-contractor, to which Contractor shall disclose such PHI, that such person or organization shall:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person or organization or as Required by Law; and
 - (ii) Notify Contractor (who shall in turn promptly notify Department) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
- 5. <u>Data Aggregation Services</u>. Contractor may use PHI to provide Data Aggregation Services related to Department's Health Care Operations.
- 6. <u>PHI Safeguards.</u> Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of Department.
- 7. Electronic Health Information Security and Integrity. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 162 and Part 164 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Department pertaining to an individual. Contractor shall document and keep these security measures current.
- 8. Protection of Exchanged Information in Electronic Transactions. If Contractor conducts any Standard Transaction for or on behalf of Department, Contractor shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Contractor shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Contract in connection with the conduct of Standard Transactions for or on behalf of Department that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).
- Subcontractors and Agents. Contractor shall require each of its subcontractors or agents to whom
 Contractor may provide PHI received from, or created or received by Contractor on behalf of Department to
 agree to written contractual provisions that impose at least the same obligations to protect such PHI as are

imposed on Contractor by the Contract.

- 10. Access to PHI. Contractor shall provide access, at the request of Department, to PHI in a Designated Record Set, to Department or, as directed by Department, to an individual to meet the requirements under 45 CFR §164.524 of the CFR and applicable state law. Contractor shall provide access in the time and manner set forth in Department's relevant health information privacy and security policies and procedures.
- 11. <u>Amending PHI.</u> Contractor shall make any amendment(s) to PHI in a Designated Record Set that Department directs or agrees to pursuant to 45 CFR §164.526 at the request of Department, and in the time and manner set forth in Department's relevant health information privacy and security policies and procedures.
- 12. Accounting of Disclosures of PHI.
 - (a) Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
 - (b) Contractor agrees to provide Department or an Individual, in the time and manner set forth in Department's relevant health information privacy and security policies and procedures, information collected in accordance with Section 12(a) above, to permit Department to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- 13. Access to Books and Records. Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Department available to Department and to the Department of Health and Human Services ("DHHS") or its designee for the purpose of determining Department's compliance with the Parts 160 and 164 of 45 CFR.
- 14. Reporting. Contractor shall report to Department, in writing, any use or disclosure of PHI not authorized by the Contract, by law, or in writing by Department. Contractor shall make the report to Department's Privacy. Official within 5 days after Contractor learns of such unauthorized use or disclosure, unless a longer period to report the violation has been approved by the Department. Contractor's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use and who received an unauthorized disclosure; (d) identify what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a subsequent written report, as reasonably requested by Department's Privacy Official.
- 15. <u>Mitigation</u>. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor or its agent(s) in violation of the requirements of the Contract.
- 16. <u>Termination for Cause</u>. Upon Department's knowledge of a material breach by Contractor of the terms of this Addendum, Department shall:
 - (a) Provide an opportunity for Contractor to cure the breach or end the violation and terminate the Contract if Contractor does not make a good faith effort to cure the breach or end the violation within the time specified by Department.
 - (b) Immediately terminate the Contract if Contractor has breached a material term of the Contract and cure is not possible, or
 - (c) If neither termination nor cure is feasible, Department shall report the violation to the DHHS.
- The <u>Return or Destruction of Health Information</u>.
 - (a) Except as provided in Section 17(b) below, 6 years after termination, cancellation, expiration or other conclusion of the Contract, Contractor shall return to Department or destroy all PHI received from Department, or created or received by Contractor on behalf of Department. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.
 - (b) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to Department notification of the conditions that make return or destruction not feasible. Upon verification by Department that the return or destruction of PHI is not feasible, Contractor shall extend the protections of the Contract to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction not feasible, for so long as Contractor maintains such PHI.
- 18. <u>Automatic Amendment.</u> Upon the effective date of any amendment to the U.S. Code or the regulations promulgated by the DHHS with respect to PHI, the Contract shall automatically amend such that the obligations imposed on Contractor and shall remain in compliance with such laws.

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